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THE PROPOSED TREATY BETWEEN THE UNITED STATES AND THE REPUBLIC OF COLOMBIA

ON JUNE 14th, 1914, the President of the United States transmitted to the Senate for ratification a treaty between the United States of America and the Republic of Colombia, which had been signed by their respective plenipotentiaries on April 6th, 1914, at Bogota, the capital of Colombia. This treaty is generally known and designated as the Thomson-Urrutia Treaty to distinguish it from other treaties negotiated between the United States and Colombia since the Panama Incident of November 3rd, 1903, all of which, however, have heretofore failed of ratification by one or the other of the contracting parties. Mr. Thaddeus A. Thomson was the envoy extraordinary and minister plenipotentiary of the United States to the government of Colombia, and Francisco Jose Urrutia was minister of foreign affairs of Colombia.

PREAMBLE.

The purpose of this treaty is set forth in the preamble as follows:

"The United States of America and the Republic of Colombia, being desirous to remove all the misunderstandings growing out of the political events in Panama in November, 1903; to restore the cordial friendship that formerly characterized the relations between the two countries, and also to define and regulate their rights and interests in respect of the interoceanic canal which the government of the United States is constructing across the Isthmus of Panama, have resolved for this purpose to conclude a Treaty and have accordingly appointed as their Plenipotentiaries:"

ARTICLE I.

It is not the purpose of this short article to discuss the "misunderstandings growing out of the political events in Panama

in 1903," but it is to be limited to that part of this proposed treaty defining and regulating the "rights and interests in respect of the interoceanic canal" of the Republic of Colombia and the United States. Article I of this treaty, with which we have no concern in this discussion, is in the nature of a diplomatic disposition of distressing differences, albeit that these differences arose out of events which swept away the obstructions of a haggling cupidity to one of the greatest achievements of mankind. This article is as follows:

"The Government of the United States of America, wishing to put at rest all controversies and differences with the Republic of Colombia arising out of the events from which the present situation in Panama resulted, expresses in its own name and in the name of the people of the United States, sincere regret that anything should have occurred to interrupt or to mar the relations of cordial friendship that had so long subsisted between the two nations.

"The Government of the Republic of Colombia, in its own name and in the name of the Colombian people, accepts this declaration in the full assurance that every obstacle to the restoration of complete harmony between the two countries will thus disappear."

ARTICLE II.

Article II contains an enumeration of the rights and interests of Colombia in the Panama Canal, divided into five paragraphs as follows:

"The Republic of Colombia shall enjoy the following rights in respect to the interoceanic Canal and the Panama Railway:

"1. The Republic of Colombia shall be at liberty at all times to transport through the interoceanic Canal its troops, materials of war and ships of war, even in case of war between Colombia and another country, without paying any charges to the United States.

"2. The products of the soil and industry of Colombia passing through the Canal, as well as the Colombian mails, shall be exempt from any charge or duty other than those to

which the products and mails of the United States may be subject. The products of the soil and industry of Colombia, such as cattle, salt and provisions, shall be admitted to entry in the Canal Zone, and likewise in the islands and mainland occupied or which may be occupied by the United States as auxiliary and accessory thereto, without paying other duties or charges than those payable by similar products of the United States.

"3. Colombian citizens crossing the Canal Zone shall, upon production of proper proof of their nationality, be exempt from every toll, tax or duty to which citizens of the United States are not subject.

"4. During the construction of the interoceanic Canal and afterwards, whenever traffic by the Canal is interrupted or whenever it shall be necessary for any other reason to use the railway, the troops, materials of war, products and mails of the Republic of Colombia, as above mentioned, shall, even in case of war between Colombia and another country, be transported on the Railway between Ancon and Cristobal or on any other Railway substituted therefor, paying only the same charges and duties as are imposed upon the troops, materials of war, products and mails of the United States. The officers, agents and employees of the Government of Colombia shall, upon production of proper proof of their official character or their employment, also be entitled to passage on the said Railway on the same terms as officers, agents and employees of the Government of the United States. The provisions of this paragraph shall not, however, apply in case of war between Colombia and Panama.

"5. Coal, petroleum and seasalt, being the products of Colombia, passing from the Atlantic coast of Colombia to any Colombian port on the Pacific coast, and vice versa, shall be transported over the aforesaid Railway free of any charge except the actual cost of handling and transportation, which shall not in any case exceed one-half the ordinary freight charges levied upon similar products of the United States passing over the Railway and in transit from one port to another of the United States."

A more detailed study of each of these paragraphs or divisions of Article II seems necessary.

THE FIRST PARAGRAPH.

This paragraph extends to the Republic of Colombia the privilege at all times of transporting through the Panama Canal its troops, materials of war and ships of war, even in case of war between Colombia and another country, without paying any charges to the United States therefor. In order to understand this paragraph, as well as those which follow it, a short incursion into the interesting historical background of interoceanic communication across the Isthmus of Panama, will prove helpful.

For more than three hundred years a tortuous trail across the Isthmus of Panama, paved with rounded stones, was the royal road for the transportation of the vast wealth of gold wrung by the Spanish Conquistadores from the Incas of Peru. But with the settlement in 1846 of the Oregon boundary dispute and the acquisition by the United States in 1848 from Mexico of that great undeveloped territory bordering on the Pacific, the demand and necessity for more expeditious communication between the two seaboards than then afforded by a treke across the great, American, Indian-infested desert, or a perilous trip of twelve thousand miles around Cape Horn, or even a four days' muleback ride over a rough and oftentimes impassable trail through impenetrable jungles and a land of pestilential fevers, became more and more insistent. In December, 1848, William H. Aspinwall, John L. Stevens and Henry Chauncey, of New York, secured a concession from the Republic of New Granada to construct a railroad across the Isthmus of Panama. In 1849 the legislature of the state of New York passed an act incorporating the Panama Railroad Company, and in June, 1850, a formal contract was entered into between the Republic of New Granada and the Panama Railroad Company for the construction of the railroad within the space of six years. The right of the company was an exclusive one, and this contract defined in great detail the relative rights and duties of the parties thereto.

Article 33 of this contract is as follows:

"No taxes or contributions, national, provincial, municipal, nor of any other kind, shall be imposed upon the railroad or upon its warehouses, furniture, machines or other works, property and effects belonging to it, and which in the judgment of the Executive Power are necessary for the service of the said railroad or its dependencies; and in compensation it is expressly stipulated that, in every case and notwithstanding any provisions of this contract to the contrary, the troops, war-like stores, arms, clothing and other effects of the Government of the Republic, and persons coming to it as new settlers on account of the State, shall be transported gratuitously over the railroad at the charge and cost of the Company, and without the Government or such troops or colonists having to pay anything for freight or any other cause."

It is from the above article of the Contract of 1850 that we must trace the origin of the first paragraph of Article II of the proposed treaty. However, the Republic of Granada subsequently became the United States of Colombia, and the contract of 1850 was modified in 1867, 1876, 1880 and 1891. In the contract of 1867, the transportation of troops is provided for in Article 19, much as it had been in Article 33 of the contract of 1850. Article 19 is as follows:

"In compensation for these exemptions the Company binds itself to transport gratuitously and without the Government having to pay anything either for freight or for any other cause, the troops, chiefs and officers, and their equipage, ammunition, armament, clothing and all similar effects that may belong to, are or may be destined for the Republic, or of the State of Panama, as also their officials in service or in commission, and those individuals who with their families and baggage may come to the country in the character of emigrants, and of new settlers with the permanent character of such, for account of the Government, up to the number of 2,000 annually. The Executive Power shall dictate the provisions as it may deem proper in such cases, in order to prevent those passengers whose entry into Colombian territory may be purely accidental, from availing themselves of this concession."

Article 17 of this Contract of 1867 permitted the Railroad Company to bring into the Isthmus without the payment of

any duty therefor, all things intended for the use of the railroad and the provisioning of the workmen employed on it. Article 18 exempted from national, state and municipal taxation of every kind the property of the Railroad Company. These are the exemptions referred to in Article 19, quoted above, relative to the free transportation of troops, etc., of Colombia. This article remained in this form throughout the subsequent modifications of the contract, and was in force and effect when the United States Government acquired all of the stock of the Panama Railroad Company after 1903.

The concession secured by Lucien Napoleon Bonaparte Wyse, in 1878, from the Colombian Government for a ship canal across the Isthmus, under which the Universal Inter-oceanic Canal Company, or the first French Canal Company operated, contained a clause almost identical to that in the contracts of the Panama Railroad Company relative to troop transportation. It was as follows:

“Article VI. The United States of Colombia reserve to themselves the right to pass their vessels, troops, ammunition of war at all times and without paying any dues whatever. The passage of the canal is strictly closed to war vessels of nations at war, and which may not have acquired, by public treaty with the Colombian Government, the right to pass by the Canal at all times.”

In passing, it may be observed that this French Canal Company concession contemplated a canal in any part of the Isthmus, and contained a clause requiring an amicable arrangement with, or indemnity to, the Panama Railroad Company, if the location of the canal should be west of Cape Tiburon or Garachine Point, because within this territory of the Republic the Railroad Company had an exclusive concession.

Not only was it required in all the various contracts between the Panama Railroad Company and in the French Canal Company concession, by the sovereignty of the soil through which the railroad or canal passed, that the troops, munitions, etc., of such sovereignty should pass through such canal and be transported over such railroad free of charge, but when the treaty between the United States and the Republic of Panama

was entered into in November, 1903, this treaty contained a similar requirement in favor of the new sovereign of this strip of land. Article XIX of the treaty is as follows:

"The Government of the Republic of Panama shall have the right to transport over the canal its vessels and its troops and munitions of war in such vessels at all times without paying charges of any kind. The exemption is to be extended to the auxiliary railway for the transportation of persons in the service of the Republic of Panama, or of the police force charged with the preservation of public order outside of said Zone, as well as to their baggage, munitions of war and supplies."

It is also to be noted that this article of the Panama treaty applies such free transportation not only to the transisthmian railroad, but to the canal as well, and adds to the list of things to receive such free transportation the vessels of the Government of the Republic of Panama. This requirement is similar to that imposed upon the French Canal Company in its concession.

This right to free transportation up to the present time has inhered in the government which has had sovereignty over the Isthmus of Panama, that is New Granada and Colombia, and after 1903 the Republic of Panama. By the Thomson-Urrutia Treaty it is proposed to extend this privilege to Colombia, who no longer has any sovereign rights in, and to, the Isthmus of Panama, unless this proposed treaty be interpreted as a recognition of present sovereign rights in Colombia to the Canal Zone, in derogation and in diminution of the rights recognized now by all the world as pertaining to Panama and the United States.

THE SECOND PARAGRAPH.

The second paragraph of Article II of the proposed Thomson-Urrutia Treaty exempts Colombian mails and the products of the soil and industry of Colombia passing through the Canal from any charge or duty other than those to which the products and mail of the United States may be subject.

In so far as the mails are concerned, it is probable that this paragraph has its origin in Article XXX of the contract of

1850 between the Panama Railroad Company and New Granada, whereby the former undertook “* * * to transport by the railroad, free of charge all the mails of New Granada”; but this was then agreed to by the Railroad Company in compensation for the privilege extended to it by New Granada of contracting with and charging foreign governments for transporting their mails across the Isthmus. Carrying the mails free was more than compensated for by being allowed to directly charge foreign governments for carrying their mails. Colombia does not and cannot now make any such concession to the United States.

That part of this paragraph relating to products of the soil and industry of Colombia harks back to the Railroad Company's contract of 1867, which contained the following article:

“Colombian productions shall be transported by the railroad during the first twenty years of this contract, paying only one-half of the rates of freight or transportation previously fixed by the company for foreign products of the same class, but this term being concluded they shall pay a charge or freight not exceeding two-thirds of that previously fixed in the tariff of the Company—tariff rates which the Company cannot increase in the future in regard to Colombian productions.”

and to Article 1 of the amendment to this contract made in 1891, which is as follows:

“From and after July 1st, 1892, Colombian products passing over the Panama Railroad shall pay only half of the rate of freight established by the company for foreign products of the same class.”

These references to the Panama Railroad contract give us an insight into the origin of the verbiage used in the Thomson-Urrutia Treaty, but the practical effect to be given this second paragraph under conditions existing today is most difficult to determine. The paragraph refers, first, to charges or duty for Colombian products and mails passing through the Canal, and, second, to the charges or duty upon the entry of such products into the Canal Zone and auxiliary lands and waters. There is no charge or duty for articles passing through the Canal now,

whatever their origin. The only charge made is a tonnage charge against the vessel passing through the Canal, whether it carry mails, Colombian products, or products of the United States, or any other country. What are the charges or duty paid by the United States upon its products and mails? What does this paragraph mean? Its meaning would seem to be clouded in ambiguity, and this indeed is a most potent reason why this treaty in its present form should not be ratified. As to charges or duty for entry into the Canal Zone, there is no charge or duty of any kind for anything that is to be used in the construction, operation, maintenance, sanitation or protection of the Canal and its auxiliary works. For such articles as are not for canal purposes duties are imposed and paid to the Republic of Panama as well upon American products as upon those of any other nationality. This part of the proposed treaty is equally ambiguous.

THE THIRD PARAGRAPH.

The third clause of Article II exempts Colombian citizens crossing the Canal Zone from any toll, tax or duty to which citizens of the United States are not subject. There are no tolls, taxes or duties imposed upon any one crossing the Canal Zone, and there is no apparent reason why such a clause should be inserted in the treaty.

THE FOURTH PARAGRAPH.

This clause requires that whenever traffic by the Canal is interrupted, or whenever it may be necessary for any other reason to use the railway, then the troops, materials of war, products and mails of Colombia shall be transported on the railway for the same charges and duties imposed upon like things for the United States. What does this mean? The Panama Railroad Company is a corporation, but every known share of stock is owned by the United States. The United States pays its railroad, the Panama Railroad Company, for hauling their troops, materials of war and mails. Of course it is only a matter of taking money out of one pocket and putting it into another. Special agreements have existed, and presumably still

exist, whereby the Panama Railroad Company charges the United States, or the government of the Panama Canal, a lump sum monthly or annually upon the basis of a maximum or minimum tonnage. It was not practicable or desirable to pay freight upon each shipment of freight and yard of dirt incident to the enormous volume of canal business. Under this proposed treaty is Colombia to pay anything for transportation over the railroad, because, in effect, since the United States owns the railroad, it pays nothing for its transportation; or is Colombia to have the same rate that the United States pays for transporting its own products to be used in and about its own service? Under Article XIX of the Treaty with Panama, *supra*, this service is rendered Panama free, in return for value received by way of concessions from Panama to the United States.

The officers, agents and employees of Colombia are to be transported on the railroad upon the same terms as officers, agents and employees of the Government of the United States. Many of the officers, agents and employees of the United States are given free transportation on the railroad in the form of annual passes and monthly trip passes. By employees these passes have been considered as a part of their compensation from the government. They enable the employees to attend and take part in amusements and celebrations intended to make employees far away from their homes contented and happy. How do these reasons apply to officers, agents and employees of Colombia, and why should these privileges be extended to them?

THE FIFTH PARAGRAPH.

This article requires that all coal, petroleum and sea salt produced in Colombia and being transported from one coast to the other shall be transported over the railway free of any charge except the actual cost of handling and transportation, provided that such charge shall not in any event exceed one-half of what is charged for transporting the same products of the United States from one coast of the United States to the other. This is a most anomalously conceived paragraph. The United States Government at an enormous cost reconstructed the entire line of the Panama Railroad, and yet it now agrees to transport a

ton of coal passing from Barranquilla on the Atlantic seaboard to Buenaventura on the Pacific, across the Panama Railroad, for just one-half of what it can charge for a ton of coal *en route* from Norfolk to San Francisco. It is inconceivable that the United States, through the Panama Railroad, has ever charged, or can ever charge, for transporting coal, petroleum and salt from the United States across the railway twice as much as the actual cost of the transportation, therefore, under this proposed treaty Colombian coal, petroleum and salt must be transported across the Panama Railroad at a loss to the United States. Who can today safely estimate what this may mean fifty years from now when the vast natural resources of Colombia are opened up and developed? This is a mortgage on the future which not only can never be paid off or discharged, but which in all probability will grow larger and larger with the passing years. Curiously enough one of the amendments to the concessionary contract of the Panama Railroad Company, agreed to in 1891 with Colombia, related to transportation of salt over the railroad.

"Salt from the Colombian Salt Pits on the Atlantic Coast intended for the National ports of the Pacific shall be transported by the same railroad company at the following rates:

"A quantity of not exceeding six million of kilograms each year, and which in no case shall exceed one thousand tons per month, at the rate of (\$2.00) gold per ton without any deduction. Shipments of the salt referred to that may exceed the quantity above stated shall pay the rate that is established for the other Colombian products in the previous Article."

The previous article establishes a one-half rate for Colombian products. This concession in actual practice never placed any heavy burden on the Panama Railroad Company, but the proposed treaty adds coal and petroleum to the products to be transported at half rate, which were not mentioned in the Panama Railroad concession. Why? Why this indefinite and indeterminate mortgage upon the future of the Panama Railroad?

GENERAL CONSIDERATIONS AS TO ARTICLE II.

In the early days of railroad construction in the United States it was quite the usual and customary thing to grant free passes to property owners over whose lands the new railroad right-of-way passed. This custom may have served its purpose fifty years ago, but today it has no place in the business world. Not so many years ago passes by the thousands were issued by the railroads to State and County officials, but the aroused public conscience of recent years has condemned this practice. There would seem to be no more reason why the government of the United States, in the operation of great public service facilities, should disregard the sound business practice of the industrial world, and adopt a justly discarded system. There is no answer to these objections upon the theory that treaty-making involves questions of diplomacy rather than business. Diplomacy has fallen into disrepute for the very reason that it has not been modernized.

The purpose of a treaty is to eliminate difficulties and remove all causes of friction between the contracting parties, and not to create such difficulties. The granting of rights in ambiguous terms, or leaving for future determination the nature and extent of the rights granted, is not eliminating difficulties, is not removing differences, but above all else is leading the way to inevitable misunderstandings. This treaty was not prepared by any one on behalf of the United States who has been intimately associated with the practical administration of such grants in similar contracts or treaties. Indeed, from the quotations *supra*, it is to be clearly seen that the language of contracts and treaties has been copied, apparently without a knowledge of the applicability of such language to present conditions. Those, who have been connected with the Panama Railroad Company, know too well the thousands of dollars each year in free transportation which has been given, formerly to the Government of Colombia, and latterly to the Republic of Panama. If this free transportation has in the past amounted to thousands of dollars annually, when the country was sparsely settled and largely undeveloped, what is the amount of the mortgage which we are

placing on the Panama Canal to be borne by future generations for the benefit of the Government of Colombia, however populous and well developed may become its territory? In considering this mortgage on the future, it might also be borne in mind that the benefits of free transportation are not to be limited to the present territorial boundaries of the Republic of Colombia, but will extend under the language of the proposed treaty to the Government of Colombia, and undoubtedly to its successors, no matter what political upheavals may bring about by way of enlargement or realignment of territorial boundaries. It is well to remember that all of the territory now embraced within the limits of Venezuela, Ecuador and Colombia originally formed but one country and government, New Granada, a very much greater area than now comprised within the political limits of the Republic of Colombia; and, that at various times in its revolution-ravaged history, independent governments have been set up by the constituent departments or states of the Republic of Colombia. There may be new federations or enlargements of territory when transportation facilities render possible the binding together of weak and debt-ridden States or Republics into a well-knit and powerful governmental entity. Are we granting rights by this treaty of unknown value? Do we know just what is this birthright with which we are bargaining? Indeed, if one were gifted with prophetic powers he might well say that in that day of social and industrial awakening which must come in no distant day to these countries occupying the northern part of South America, there will develop that community of interest, which, aided by racial homogeneity, will result in a Republic of continental proportions.

ARTICLE III.

Article III of this treaty is as follows:

"The United States of America agrees to pay to the Republic of Colombia, within six months after the exchange of the ratifications of the present treaty, the sum of twenty-five million dollars gold, United States Money."

As a question of policy this clause may give rise to great diversity of opinion. There is no statement of why this payment

is made, or what it is supposed to represent, or why the United States is under any pecuniary liability to Colombia. There is nothing to indicate just how such a sum is arrived at.

The theory has been advanced that under the contracts between the Panama Railroad Company and Colombia, that Colombia has a reversionary interest in the Panama Railroad Company, whose relinquishment the United States must purchase because the independence of Panama did not extinguish this interest. It is true that the period of the concession to the Panama Railroad Company, was 99 years from August 16, 1867, and that at the expiration of this period the entire properties of the company were to revert to Colombia. But this was a contract made with the then sovereign of the soil upon which the railroad concession was operative. When Colombia's sovereignty over the Isthmus of Panama ceased, its rights in this contract were automatically extinguished. It was not a personal covenant, but a covenant running with the soil, and inhering at all times in the owner of the soil. The Republic of Panama recognizes this principle in its treaty with the United States by specifically renouncing in Article XXII any rights which under the concession might have reverted to it, and confirms and grants these rights to the United States as the new owner of the land or territory to which such rights inherently attach.

It is said that we desire the restoration of the traditional friendship which existed between the United States and Colombia before the "Panama Incident." This indeed is a most worthy object, and if its accomplishment can thus be procured and the existing estrangement be blanketed with gold, it would not seem to be a sum disproportionate to the object intended. There certainly, however, must be a very grave fear among any of our own people with experience in Latin-American countries that the author of this idea was somewhat surfeited with ambitious optimism. We undoubtedly are willing to sacrifice our dollars to really achieve friendship, but would we be quite so willing if the beneficiary of our bounty could only find therein further reason for scoffing at our venality? Friendship with nations, as with individuals, is a growth resulting from intimate

business and social relationship, with common ideals and aspirations. It is not to be conferred as may be a gift of gold. The Latin temperament is peculiarly fitted to appreciate that that individual is capable of the highest friendship whose strength of character persists in adhering to a line of action conceived in principle and not hate, and who is not given to be apologizing by reason thereof.

ARTICLE IV.

Article IV of the proposed treaty is a recognition by Colombia of the Independence of Panama, and a delimitation of its boundaries. Colombia has never recognized the independence of Panama, and still regards it as one of the States of the confederation composing the Republic of Colombia.

In this Article the Government of the United States also agrees that it will take the steps necessary to obtain from the Government of Panama the dispatch of a duly accredited agent to negotiate and conclude a "Treaty of Peace and Friendship" with Colombia, with a view to bringing about regular diplomatic relations and adjustment of all questions of pecuniary liability between the two countries. The latter part of this article is an unusual undertaking. The independence of Panama has been specifically recognized by the United States, and even more than that, the United States guarantees and will maintain that independence of the Republic of Panama, according to Article I of the Treaty of 1903. This proposed article seems to speak the language of a proprietary owner of a property which can be disposed of by him at will, and would seem to be peculiarly inappropriate in the face of our solemn obligations to Panama. It smacks of the coercive, and any attempt on our part to force Panama into a compliance with the proposals of this treaty could only result in alienating the good will of our foster child. A treaty proposing to remove differences with one country is of doubtful propriety if it must result in creating differences with another country. Colombia doubtless claims that Panama should assume some part of Colombia's national debt, to be apportioned in proportion to wealth. On the other hand, Panama would probably claim an enormous indebtedness to her

from Colombia on account of the years of exploitation by Colombia of the territory of Panama for the benefit of other parts of Colombia, and for the failure of Colombia to give to Panama any fair share of the national revenues realized in Panama. In other words the United States says, in effect, that it will cause Panama and Colombia to agree upon the differences which led to about half a hundred revolutions in as many years in Panama, and ultimately separated it from Colombia and resulted in its independence. Could any proposal seem more futile?

CONCLUSION.

This treaty has been submitted by the President of the United States to the Senate for its ratification. The Senate Committee on Foreign Relations to which the treaty was referred has returned it to the Senate with a majority report, recommending that clause 1 of Article I be amended to read as follows:

"The Government of the United States of America and the Republic of Colombia, in their own names and in the names of their respective peoples, wishing to put at rest all controversies and differences between them arising out of the events from which the present situation on the Isthmus of Panama resulted, express sincere regret that anything should have occurred to interrupt or to mar the relations of cordial friendship that had so long subsisted between the two nations."

that the following New Article be added, viz:

"That neither the making of this convention nor any of the stipulations herein contained shall be considered to cast any doubt or shadow upon the title of the United States to the Panama Canal, which title the Government of Colombia recognizes as entire, absolute, and complete in the United States of America."

and that the treaty as thus amended be ratified by the Senate. A minority report has recommended that the proposed treaty be not ratified. The only difference between the original Article I and Article I as amended, is the inclusion of the Government of Colombia and its people in the expression of regret that any-

thing should have occurred to interrupt or mar the long subsisting relations of cordial friendship between the two nations. This expression of regret came only from the Government of the United States and its people in the original draft of Article I.

The treaty as amended does not meet the objection which we have been discussing, and any treaty containing the same or similar grants of rights to Colombia is objectionable and should neither be negotiated or ratified.

The spirit of this treaty is the restoration to Colombia of sovereign rights in the Panama Canal. Rights are granted equal to those enjoyed by the United States, and in some respects greater rights than the United States enjoys. The nature and extent of these rights are undetermined in some cases, and in many others are ambiguous. Such a treaty does not accomplish its expressed purpose of putting at rest all controversies and differences. It passes them on for solution tomorrow in an equally difficult form, if not more difficult. It embodies false economic and business principles. It places a perpetual mortgage burden upon the future operation of the Panama Canal and its auxiliary railway. It violates the spirit of our word pledged in a solemn treaty to Panama, and can only create dissension and strife. If the United States is indebted to Colombia in any sum let us immediately set about determining its amount and discharge our obligations. Let us so settle this account that it is final, and there may be no calls one upon the other. But above all else let us not settle it by creating reciprocal and paramount rights in the Canal Zone which are an encumbrance and mortgage upon it in perpetuity.

William K. Jackson.

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